



BELL & POLLOCK, P.C.

ATTORNEYS AT LAW

26 West Dry Creek Circle
Suite 575
Littleton, Colorado 80120
Phone (303) 795-5900
FAX (303) 730-7000

Steamboat Springs Office
Mountain Office Park
2955 Village Drive
Main Floor
Steamboat Springs, CO 80488
(970) 870-8989
1-800-559-5920

A. Gary Bell, Jr.
Diplomate—National Board
of Trial Advocacy

Bradley P. Pollock
Chad P. Hemmat

Craig M. Berube *
Brian S. MacKenzie **

* Also admitted in
New Mexico
** Also admitted in
Michigan

January 28, 1999

VIA FACSMILIE 602-382-6070

Howard I. Sobelman
One Arizona Center
Phoenix, AZ 85004-0001

Re: U.S. Patent Applications Serial Number:09/105, 406
Titled: Stored Value Transaction System including an Integrated Database Server
filed June 26, 1999

Dear Mr. Sobelman:

Thank you for your very threatening letter of January 27, 1999. Perhaps a brief history of the facts as I understand them will help to explain our position and possibly result in some type of cooperation from your offices rather than the threats which you have directed to this office and against my clients.

As I understand it, Mari Belczynski, Robert Berry and Michael Blandina are the inventors of a stored value transaction system including an integrated database server. It is not my understanding that Ms. Belczynski's and Mr. Berry's contributions to this technology were first conceived by them while they were full time employees of American Express nor was it my understanding that their participation in the development of this technology was directly related to the scope of their employment with American Express.

In an attempt to address this matter I did make contact with Ms. Rinearson on Tuesday, January 25, 1999 to obtain all documents with regard to this matter. I requested that Ms. Rinearson provide for me the employment contracts for my clients, any and all documentation identifying the scope of their employment while working for American Express, all documents concerning the compensation to them and describing the basis upon which the compensation was provided and all documents identifying all terms and conditions under which my clients employment with American Express ended. I expressed to Ms. Rinearson my concern that

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American Express was in fact requesting something from my client to which it was not entitled. I had pointed out to Ms. Rinearson that Ms. Belczynski alone had lost approximately \$150,000 as a result of the actions taken by American Express when the employment relationship ended. It appears to me that the timing with regard to the actions taken by American Express against Ms. Belczynski and Mr. Berry was very calculated to insure that certain rights to which Ms. Belczynski and Mr. Berry would have been entitled in the near future would not be enjoyed by them. Mr. Berry lost substantial value as well as the result of the termination of his employment.

It is also my understanding that from the time that the employment of Ms. Belczynski and Mr. Berry ended until some time in early September no further contact was made to either Ms. Belczynski or Mr. Berry concerning this matter. However, in early September certain documents were provided to both Ms. Belczynski and Mr. Berry for what appeared to be the purpose of review and execution so as to benefit American Express. American Express took no actions to identify upon what basis it believed it could come to previous employees and require additional services from those employees for the benefit of American Express. Notwithstanding the same, Ms. Belczynski and Mr. Berry, after a very cursory review of the documents, wrote to American Express in early September of 1998 informing American Express that the system described in the subject was not the system that was invented either by Ms. Belczynski or Mr. Berry. Therefore, neither Ms. Belczynski nor Mr. Berry felt they could sign the subject application. **NO FURTHER CONTACT WAS MADE BY AMERICAN EXPRESS FROM EARLY SEPTEMBER UNTIL JANUARY 27, 1999 TO EITHER MS. BELCZYNSKI OR MR. BERRY.** No attempt were made by American Express to discuss the application with either Ms. Belczynski or Mr. Berry, to obtain their input, to determine the problems that they might have had with any documents provided or to discuss with either one of them the system that they had invented.

On or about January 22, 1999 Mr. Blandina and his assistant did provided certain documents to Ms. Belczynski and Mr. Berry. According to Ms. Rinearson, Mr. Blandina did not and does not represent American Express with regard to this matter, is not an employee or contractor of American Express with regard to this matter and does not speak on behalf of American Express concerning this matter. I have no knowledge or information which would indicate that Mr. Blandina acts as an agent on behalf of American Express with regard to this matter. If he does please provide the necessary documentation which would verify his position.

When documents were provided to my clients on January 22, 1999 they contacted me for a meeting. We met on January 25, 1999 at which time, while my clients were in the office, I attempted to call Ms. Rinearson. However, I was informed that Ms. Rinearson was not available and therefore I had to wait until January 26, 1999 to speak with Ms. Rinearson. During that conversation I expressed to her our concerns with regard to whatever legal duties or requirements my clients might have, the fact that my clients are very much interested in and will in fact fulfill any legal responsibilities, duties and obligations they have and that they expect American

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Express to fulfill its legal duties and responsibilities including appropriately compensating my clients for the value of any services they might render now that they are previous employees of the company. As such, I requested that Ms. Rinearson immediately provide me with copies of all documents concerning my clients' employment with your company by either Federal Express or fax. **TO DATE I HAVE NOT RECEIVED ONE DOCUMENT OTHER THAN YOUR LETTER OF JANUARY 27, 1999.** I also informed Ms. Rinearson that my clients had been given very limited documents for the review of this matter. They had received documents totaling 32 pages but did not receive a copy of any of the drawing figures which are referenced in the document itself. They understood that changes and/or modifications had been made to the subject document but have not received a summary or identification of the basis upon which those changes were made. In essence my clients have been given very limited information from a source which was not American Express without a clear explanation as to what was to be done. (My clients did receive a telephone call from Ms. Rinearson on January 22, 1999 where in she left a voice mail stating that she would like wanted the applications signed if my clients were willing to do so.)

Although I spoke with Ms. Rinearson on Tuesday afternoon as a follow up to my voice mail message left on Monday afternoon, the only written contact I have received is your threatening letter of January 27, 1999 faxed to me at 5:00. Because I was out of the office at that time I did not see the letter until I returned to the office this morning. Although your letter speaks for itself, it is my interpretation that your letter is not only full of threats that the vast resources of American Express will be used against my clients if they are not willing to simply act as American Express might demand but, additionally, you have in essence required that they are to sign the application although they have not received the entire document. Your letter requires them to cooperate fully with American Express although you have not provided specific legal authority, contracts and documents to confirm said requirement. They are not allowed to make modifications which they might believe are required or necessary to the subject application because of what you term to be extensive work with Mr. Blandina. You place on my clients some type of emergency as a result of what has evidently been either a deliberate or negligent delay by you and/or your company. You provide no explanation why this very urgent and apparently important matter was not addressed by American Express until a simple, non-assuming voice mail was left for my clients on January 22, 1999 and your threatening letter was sent on January 27th 1999. I am certain you realize that both my clients were required to seek other employment once their relationship ended with American Express. Waiting until 5:00 p.m. 3on Wednesday afternoon to fax your demand letter notwithstanding my communication with Ms. Rinearson on Tuesday afternoon is unexplained. You somehow believe that my clients should place their current jobs and lives on hold, budget 4 hours for American Express over the 48 hours in which you have given them to act and sign an incomplete application which American Express has not even bothered to send directly to my clients. These actions are to be taken by my clients notwithstanding the fact that American Express and your firm have been working on this matter since June of 1998 and have been aware as early as September of 1998

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that my clients did not believe that your "application" identified anything that they might have invented. You were well aware in June of 1998 of the situation that existed. Your initial documents identified three inventors. Your decision to work with only one inventor, to either deliberately or negligently delay any contact with the other inventors and to then to place them under some type of rush is unacceptable and I do not believe it can be sustained by any legal authority which you might be able to find. Your further demand that these people must sign an incomplete application without modifications simply because American Express has made such demand and has threatened (with all its vast resources) litigation against them, cannot be supported by any legal authority. However, once again I await whatever legal authority you can provide for me concerning this matter. I also await from you and American Express all the information which I requested on Tuesday of this week. Only after I have received this information can we make an informed decision with respect to your actions, threats and demands. Without this information you leave us with no opportunity to make an informed decision. By clients believe that they must act in accordance with the law. You have made vague reference to the law but you have not provided us with any specifics. It is your office and American Express which has caused the emergency in this matter, and we believe it is you office and American Express that has the duty and responsibility to provide us with the specific legal authority which would permit you to act in the manner. We therefore await this information so that we might be able to act on it as soon as possible.

In the mean time, please be assured that Ms. Belczynski and Mr. Berry not only intend to comply with all legal duties and responsibilities which they have but also intend to enforce all legal rights which they have. I understand that you have offered them 4 hours of some type of vague compensation for the emergency work which you demand. We have no idea how much you are actually offering to either Ms. Belczynski or Mr. Berry. We also are unaware whether your offer is fair in light of the money which has been lost by Mr. Berry and Ms. Belczynski due to American Express' actions and if it is fair with regard to the actual value of the patent. We also, absent the information which I have request from you and Ms. Rinearson, are unable to determine to what extent Ms. Belczynski and Mr. Berry would be entitled to any part of the value of the patent at this time.

In closing, I also request that in addition to the above referenced information that you provide for us all records and complete and full disclosure of any value, compensation, deals, agreements, promises or other representations you have made to Mr. Blandina to obtain his cooperation in this matter. I also request copies of all documents, records, papers, files, and disclosure of all information concerning all actions taken between American Express and Mr. Blandina with respect to this patent which would clarify for us the "extensive work" which American Express has carried out with Michael Blandina in order to assure that the patent application is accurate.

Obviously, your immediate attention to this matter is required and we await your

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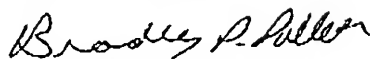
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immediate response.

Thank you for your attention to this matter.

Very truly yours,



Bradley P. Pollock, Esq.
BELL & POLLOCK, P.C.

BPP/eja

cc: Bob Berry

Mari Belczynski